



Bond Pricing Agency Malaysia Sdn Bhd

Code of Conduct

For Business Partners

EFFECTIVE DATE: 25 SEPTEMBER 2024

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1.0 INTRODUCTION

At Bond Pricing Agency Malaysia Sdn Bhd (“BPAM”), being a good corporate citizen has always been an integral part of the way we do business. We are committed to operating our business in an ethical, legal and socially responsible manner.

We expect our clients, and vendors including contractors, consultants, suppliers, agents and joint venture partners and other business partners (“Business Partners” or “you”) including their employees, agents, representatives, suppliers and subcontractors (“Business Partners’ Representatives” or “your Representatives”) to embrace the spirit of our commitment to integrity and the same high ethical standards as set out in this Code of Conduct for Our Business Partners (“Code”). All our Business Partners are expected to adhere to this Code when conducting business with BPAM. All Business Partners are required sign the “Declaration of Interest Form” (Appendix 1) which is the Business Partners’ declaration to BPAM on any potential or actual conflict of interest.

A Business Partner will also be required to sign the “Declaration of Integrity Form” (Appendix 2) which is the Business Partner’s declaration of its compliance to this Code, the relevant laws and regulations subsequent to winning any bid or tender and upon entering into a contract or agreement with BPAM.

The Appointed Business Partner who has yet to acknowledge its acceptance to this Code and return to BPAM the duly signed “Declaration of Interest Form” and the “Declaration of Integrity Form” prior to entering into the contract with BPAM, will be required to do so upon receiving our notification on this Code (“Forms”).

The submission must be accompanied by the original copy of a directors’ resolution executed by the Business Partner’s board of directors authorising the acceptance of the Code and all declarations required therein.

BPAM believes a sustainable business relationship is based on key principles of integrity, honesty, accountability and compliance with applicable laws and regulations.

All Business Partners and Business Partners’ Representatives must therefore commit and uphold the highest standard of integrity and ethical conduct in all their business interactions and dealings with BPAM.

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2.0 PRINCIPLES OF THIS CODE

The Principles of this Code support the core values of BPAM.

The 9 Principles of BPAM's Code of Conduct for Business Partners		
1.	Compliance with Laws	<p>Our Business Partners must understand and comply with all laws, rules and regulations, including but not limited to, laws related to anti-corruption, competition, occupational health and safety, privacy and data protection and any other laws described herein in Malaysia and also applicable to their businesses wherever conducted throughout the world.</p> <p>Business Partners shall comply with all applicable labour, employment and human rights legislation, including but not limited to, minimum wage, minimum age for employment and maximum hours of work.</p> <p>Business Partners must obtain all valid licences and permits to conduct the activities for which they have been contracted by BPAM.</p>
2.	Acts with Integrity	<p>Our Business Partners will conduct all business with integrity, respect and trust.</p> <p>You shall:-</p> <ul style="list-style-type: none"> • Behave ethically and transparently in all business dealings. • Never offer, give, promise, request, accept, or authorise any bribe, gift, fee, reward, advantage, or anything of value directly or indirectly to any of BPAM's employees, government officials and/or their family members, private parties or entities to obtain a business advantage or to improperly influence any action or decision. • Never make facilitation payments, whether directly or indirectly. • Ensure all your Representatives, referral parties, and affiliates used in connection with BPAM's business adhere to these standards and have not engaged in, and shall not engage in, improper or illegal conduct. • Maintain complete and accurate books and records relating to all BPAM's business, together with supporting documentation, in accordance with applicable accounting principles, laws, and regulations. • Act lawfully & responsibly when using social media. • Never make any misrepresentation including on your capabilities, for the purpose of securing procurement or contract with BPAM by misrepresenting your capabilities in the services rendered or goods delivered to BPAM. Ensure that from your company's records and publicly available information, neither you nor any of your directors, officers, employees or your Representatives who may be involved or is involved in a business transaction with BPAM has been convicted of any offence involving bribery or corruption or fraud; nor to the best of your knowledge, is any such person the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under the relevant laws.

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3.	Maintain Accountability	Our Business Partners must maintain full accountability for services rendered or goods provided and honour their commitment in accordance with their obligations under the specific contracts or agreements and undertakings with BPAM.
4.	Avoid Conflict of Interest	<p>Business Partners with a real or potential conflict of interest or who is related to any individual at BPAM must disclose the conflict to BPAM by filling up the form in Appendix 1 even if such knowledge arises after the appointment or engagement and to take action to proactively address the conflict as soon as it is known. For the avoidance of doubt, Business Partners shall be solely responsible to check whether they are related to any individual at BPAM.</p> <p>Business Partners must avoid any act or omission which may give rise to conflicts of interests in the discharge of Business Partners' obligation or work in relation to the contract(s) entered with BPAM.</p> <p>Business Partners must not gain any improper advantage or preferential treatment in their relationship or dealing with BPAM's employees.</p> <p>If in doubt or should there be any situation of an actual or potential conflict of interest and/or improper advantage, Business Partners must report of such situation to BPAM in accordance with paragraph 2 of "Raising Concerns" under this Code.</p>
5.	Maintain Confidentiality	<p>Our Business Partners must respect BPAM's intellectual property, trade secrets and other confidential, proprietary or sensitive information.</p> <p><u>Confidentiality Obligation</u> Business Partners must:-</p> <ol style="list-style-type: none"> a) Keep confidential all information made available by BPAM for purposes of the procurement and / or business (confidential information). b) Not disclose or share any of BPAM's confidential information to any person without first, obtaining BPAM's prior consent in writing. c) Not disclose BPAM's confidential information for any purpose except to the extent necessary to exercise their rights and perform their obligations for the procurement, business or contract. d) Have appropriate controls, policies and procedures in place to protect BPAM's confidential information and prevent any information leakage. e) Comply with all applicable data privacy and data protection laws and implement policies and controls to ensure that the privacy rights of personal data subjects are respected. f) Use reasonable and practicable means to ensure that Business Partners' Representatives comply with the obligation of the confidentiality. <p>Business Partners' obligation on confidentiality of the contract shall survive even after the termination or expiration of the contract.</p>

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		<p><u>Protection of Intellectual Property Obligation</u> Business Partners must:-</p> <ol style="list-style-type: none"> a) Respect all intellectual property (“IP”) rights. Any transfer of technology and know-how must be done in a manner that protects the intellectual property rights of BPAM. b) Only use software and technology which have been legitimately acquired and licensed, in accordance with the Business Partners’ respective terms of use or licence. c) Comply with IP rights of BPAM and all other relevant third parties’ IP rights. BPAM takes a serious view of any infringement of its IP and will take all necessary legal action to protect its IP rights. d) Not use BPAM’s name, trademarks, logos and images unless expressly permitted in writing by BPAM. <p><u>Restriction on Making Public Statement and Giving of Reference</u> Business Partners are prohibited from making or circulating any public statement on content related to the business, contract or affairs of BPAM including referring to BPAM’s name for marketing purposes.</p>
6.	Cyber Security	<p>Business Partners must ensure that the cyber security arrangements in their organisation and supply chains are appropriate to the requirements of the information assets concerned. This must include appropriate governance and management arrangements to manage risk, monitor compliance and report and respond effectively to any incidents.</p> <p>Business Partners who have access to BPAM’s information systems are responsible for ensuring that the security of those information remains private by maintaining adequate cyber security policies and complying with all laws and regulations to mitigate risk of a data breach.</p> <p>Requirements include ensuring the following:</p> <ol style="list-style-type: none"> a) System accounts, passwords and other types of authorisation are assigned to individual authorised users and must not be shared with or divulged to others. Authorised users will be held accountable for all actions taken using their access credentials. b) Internet access is not used to conduct personal business, play computer games, gamble, conduct political campaigns or for personal gain. c) Sexually suggestive or explicit material, gaming, file sharing or other inappropriate files or websites are not downloaded or accessed. d) Inappropriate or pirated content is not stored on BPAM’s equipment. e) Only approved, authorised and properly licensed software is used on BPAM’s computer systems. f) Only BPAM-owned computers and equipment are used to connect to BPAM’s networks. g) No attempts are made to circumvent or attack security controls on a computer system or network. <p>Violations of any of the above will result in termination of the Business Partner’s contract with BPAM.</p>

The 9 Principles of BPAM’s Code of Conduct for Business Partners

		<p>Business Partners are required to report any suspected or actual cyber breaches or security incidents (which includes “near-misses”) that impacts BPAM or the security of BPAM’s operations or data. Such Business Partners must immediately contact BPAM’s IT Department via email to itsupport@bpam.com.my.</p> <p>Business Partners are expected to adhere to any applicable regulations or standards on cyber security applicable to their business or operations.</p>
7.	Provide a Safe Working Environment	<p>Our Business Partners shall provide a healthy and safe workplace to their employees, and comply with all applicable health and safety laws, regulations and standards including all statutory requirements and Acts under the "Occupational Safety and Health Act and Regulations 1994" (OSHA), "Factory and Machinery Act 1967" (FMA), Construction Industry Development Board (CIDB) Guidelines on First-Aid Facilities in the Workplace (as and where applicable).</p> <p>Any person providing on-site services in BPAM’s facility and premises is required to comply to BPAM’s Safety and Health Policy (including any revisions thereto made known to you from time to time).</p> <p>Any violation to BPAM’s Safety and Health Policy will be subject to disciplinary action in accordance to BPAM’s Safety and Health Policy.</p> <p>In this regard, it is your obligation to obtain from BPAM a copy of BPAM’s Safety and Health Policy for your compliance in performing your obligations under the contract or agreement with BPAM.</p>
8.	Maintain a Healthy Work Culture	<p>Business Partners and Business Partners’ Representatives shall not be involved in illegal use drugs or alcohol consumption in BPAM’s premises, facility or construction site. Prohibited substances may not be brought, kept, consumed, sold, purchased or dealt with in any way on BPAM’s premises, facility or construction site.</p> <p>Violent behaviour or harassment that includes unwelcome verbal, visual, psychological, physical or other conduct of any kind that creates an intimidating, offensive or hostile work environment are deemed as unacceptable behaviour.</p> <p>BPAM does not tolerate harsh, inhumane treatment of any of the Business Partners’ employees, child labour, and any other form of discrimination, including gender discrimination during the performance of the Business Partners’ contractual obligation to BPAM.</p>
9.	Stance On Gift and Business Courtesy	<p>BPAM does not prohibit gifts and entertainment, so long as it is in accordance with the Company’s Anti-Bribery and Anti-Corruption Policy and the Gift, Entertainment, Hospitality and Travel Policy.</p> <p>Business Partners or Business Partners’ Representatives shall not offer a bribe, a kickback, bartering arrangement for goods, services or cash or any other incentives to BPAM’s employees and their families in order to obtain or maintain</p>

		BPAM's business or to improperly influence any action or decision. Business Partners should report to BPAM if any BPAM's employee or business associate request for any such incentive or any form of gift or favour.
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3.0 COMPLIANCE WITH THIS CODE

1. Our Business Partners should read and understand this Code and consult their BPAM key contact if they have any questions. Our Business Partners shall adhere to the standards described in this Code when undertaking work with or on behalf of BPAM and are responsible for ensuring compliance with this Code.
2. Our Business Partners shall pro-actively extend the principles defined in this Code to Business Partners' Representatives who have dealings with BPAM.
3. If and when any situation arises that causes our Business Partner to violate this Code, our Business Partner shall immediately inform BPAM via the mode mentioned in paragraph 2 of "Raising Concerns" under this Code.
4. Business Partners are expected to cooperate fully in any investigation and shall provide BPAM with reasonable access to business records, documents, personnel and facilities related to matters involving BPAM.
5. Failure by any Business Partner to comply with this Code or applicable laws and regulations will be sufficient cause for BPAM to take any of the following actions or combination of any of the following actions against the Business Partners for breaching this Code:-
 - i. Suspension or termination of any or all contract(s);
 - ii. Deduction of any amount of money which is due or becoming due to you under any contract(s);
 - iii. Requiring you to substitute any of your representative who breaches this Code or acting inconsistent with this Code immediately;
 - iv. Disqualifying you from participating in any tender or procurement exercise for a period to be determined by BPAM at BPAM's sole discretion;

without prejudice to any other rights or remedies BPAM may have or any other appropriate action which BPAM may seek under the terms of the contract or under the laws.

6. BPAM reserves the right, as a condition of doing business, to monitor compliance with this Code. The process of such monitoring may include an initial collection of Code-related information by BPAM, questionnaires, an on-site audit, or other means deemed appropriate.

If BPAM requires Business Partners to provide further information or attestation in writing of their compliance to this Code from time to time, Business Partners must immediately provide BPAM with such information as required.

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4.0 RAISING CONCERNS

1. BPAM is committed to the highest standards of integrity, accountability and ethical behaviour in our business conducts and operations and expects the same from its Business Partners. Concomitant with our corporate values, we provide an avenue for any person to disclose improper conduct within BPAM or third parties employed or engaged by BPAM.
2. All disclosures are to be channelled in accordance with the procedures outlined under BPAM's Whistleblowing Policy. Disclosure should be factual and contain only specific information to enable proper assessment of the allegation made. Disclosures can be made by sending a report via email to whistleblowing@bpam.com.my.
3. A whistleblower will be accorded the necessary protection against any detrimental action or unfair treatment, provided that the disclosure is made in good faith. The identity of the whistleblower will be kept confidential to the extent possible unless required under the applicable laws.
4. Such protection is accorded even if the investigation later reveals that the whistleblower is mistaken as to the facts and rules or procedures involved or that the investigation later revealed that the allegation is not substantiated.

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Appendix 1

DECLARATION OF INTEREST BY BUSINESS PARTNERS TO BOND PRICING AGENCY MALAYSIA SDN BHD

1. This declaration of interest is made by <insert name of person or company> (..... <insert company no. if applicable>) (“Business Partner”) to Bond Pricing Agency Malaysia Sdn Bhd (“BPAM”) pursuant to the requirement under BPAM’s Code of Conduct for Business Partners (the “Code”).

2. I / We declare the following:-

a) I / We understand my / our obligations to declare any conflict of interest to BPAM.

b) Our shareholders / directors / personnel holding key management function and their close family members do not have any relationship with any employees or members of the Board of BPAM.

The following shareholders / directors / personnel holding key management function has a relationship with an employee of BPAM or members of the Board of BPAM, by virtue of their close family members position. Details are provided below:-

No.	Name	Relationship with the Business Partner	Relationship with BPAM

c) I / We, including our shareholders / directors / personnel holding key management functions and their close family members do not have any interest that could be in conflict with my / our work with BPAM;

d) I / We am / are not related to any individual at BPAM; or

I / We am / are related to an individual(s) at BPAM. Details are provided below:-

No.	Name of Company	Nature of Relationship

e) For the duration of the engagement that I / we enter with BPAM, I / we shall not do any act or commit any omission which may give rise to a conflict of interest in the discharge of my / our work in relation to the engagement entered into with BPAM;

f) I / We agree to be bound by the Code and warrants that no conflicts of interest exist or likely to arise in the performance of my / our obligations under the engagement;

g) I / We declare and affirm that the contents of this declaration are true and correct.

3. In the event that a situation of an actual or potential conflict of interest arises after the date of this declaration, I / we shall immediately disclose to BPAM. Upon such disclosure, I / we agree that BPAM may take any action as it deems fit regarding my / our existing or potential dealings, arrangements or contracts with BPAM.
4. I / We acknowledge that the obligations in this declaration shall commence from my / our acceptance and agreement to the Code or commencement of the procurement exercise, whichever is the earlier and survive throughout the engagement or contract/agreement, including the termination and expiration of the engagement or contract.

Acknowledgement of acceptance to the Declaration of Interest by:

Signature and Company Stamp

Name of Company's authorised representative:

Designation:

Date:

Appendix 2

DECLARATION OF INTEGRITY TO BOND PRICING AGENCY MALAYSIA SDN BHD

1. This declaration of integrity is made to Bond Pricing Agency Malaysia Sdn Bhd (“**BPAM**”) pursuant to the requirement under BPAM’s Code of Conduct for Business Partners (the “**Code**”) and the contract signed between <insert name of Business Partner and Company No.> (the “**Company**”) and BPAM on<insert date of agreement> (the “**Agreement**”).
2. The Company declares that it has read and fully understood the contents of the Code and acknowledge that:-
 - a) The Code forms part of the Agreement and is binding on the Company; and
 - b) The Company acknowledge that the Code is located on BPAM’s website at www.bpam.com.my and the Code may be updated by BPAM from time to time as posted on the website.
3. In line with the code, the Company declares that the Company and its employees, agent, representatives, suppliers and subcontractors (the “**Company’s Representative**”), shall:-
 - a) Comply with the Code and any revision thereto, relevant laws, rules and regulations for the time being enforced as well as any policies and internal procedures which are made known to the Company or which form part of the Agreement before, during and after the duration of the Agreement;
 - b) Exercise reasonable care and due diligence to avoid any situations of potential and / or actual conflicts of interests;
 - c) Promptly inform BPAM in writing via email to whistleblowing@bpam.com.my of an actual or potential conflict of interest situation;
 - d) Not gain improper advantage or preferential treatment in the Company’s relationship with BPAM, BPAM’s employees or members of the Board of BPAM;
 - e) Inform BPAM of the company’s relationship with BPAM, BPAM’s employees or members of the Board of BPAM, upon having knowledge of existence of any relationship, which may influence the objective of the Company’s business conduct with BPAM;
 - f) Not make any misrepresentation of its capabilities in order to gain BPAM’s procurement or during its delivery of goods and services to BPAM;
 - g) Operate in a professional manner in the course of the Company’s dealing with BPAM and while on BPAM’s premise or facility; and
 - h) Comply with BPAM’s security policies and procedures while providing services at BPAM’s premise or facility.

4. The Company shall promptly inform BPAM of any breach of the Code and cooperate with BPAM in any investigation of such breach involving the Company, the Company's Representatives or BPAM's employees.
5. The Company acknowledges that BPAM has the right to take any action as it deems fit if the Company or the Company's Representative is found to have breached any requirements in the Code or any other terms and conditions imposed pursuant to the Code. Such actions include any of the following or combination of any of the following:
 - a) Suspension or termination of contract or Agreement and any other contract(s) between the Company of the one part and BPAM of the other part;
 - b) Deduction of any amount of money which is due or becoming due to the Company under the Agreement and / or any other contract(s) between the Company of the one part and BPAM of the other part;
 - c) Requiring the Company to substitute any of the Company's Representative who breached the Code or acting inconsistent with the Code immediately;
 - d) BPAM reserves the right to disqualify the Company from participating in any tender or procurement exercise for a period to be determined by BPAM at BPAM's sole discretion;

With prejudice to any other rights or remedies BPAM may have or any other appropriate action which BPAM may seek under the terms of the contract or under the laws.

6. If there are any individuals, including any employees of BPAM who solicit, receive or agree to receive any gratification of any kind whatsoever for himself or for other person on the account of those individuals doing or forbearing to do anything in respect of any matter related to the procurement, the Company shall raise this matter to BPAM in writing via email to whistleblowing@bpam.com.my.
7. The Company acknowledges that the obligations in this declaration shall commence from the Company's acceptance and agreement to the Code or commencement of the procurement exercise, whichever is the earlier and survive throughout the Agreement, including the termination and expiration of the agreement.

Acknowledge of the Acceptance to the Declaration of Integrity by:

Signature and Company Stamp

Name of Company's authorised representative:

Designation:

Date: